

# STATE OF HAWAII STATE PROCUREMENT OFFICE

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February 26, 2021

TO: Executive Departments/Agencies

Excluding the following:

Hawaii Health Systems Corporation (and its Regional System Boards and Hospitals)

Office of Hawaiian Affairs University of Hawaii

FROM: Bonnie Kahakui, Acting Administrator Jonne 9 Markaku

SUBJECT: NEW DOE Price List Contract No. E21-05

FURNISH AND DELIVER PAINT AND COATING PRODUCTS - OAHU

Contract Term: March 1, 2021 to February 28, 2022

**PARTICIPATING JURISDICTIONS** may purchase from this DOE price list contract under the terms of the cooperative agreement between the State Procurement Office (SPO) and the Department of Education (DOE).

Executive Departments/Agencies are not required but may purchase from this price list contract, and requests for exception from the contract are not required. Executive Departments/Agencies are allowed to purchase from other contractors; however, HRS chapter 103D and the procurement rules apply to purchases by using the applicable method of procurement and its procedures, such as small purchases or competitive sealed bidding. The decision to use this contract or to solicit pricing from other sources is at the discretion of the Executive Department/Agencies.

**COMPLIANCE.** Prior to awarding this contract, the DOE verified compliance of the Contractor(s) named in the DOE Price List Contract No. E21-05. *No further compliance verification is required prior to issuing a contract, purchase order, or pCard payment when utilizing this contract.* 

The current contract is available on the SPO website: <a href="http://spo.hawaii.gov">http://spo.hawaii.gov</a>. Click on *Price & Vendor List Contracts* at the home page.

If you have any questions, please contact Matthew Chow at (808) 586-0577, or matthew.m.chow@hawaii.gov.

# STATE OF HAWAII DEPARTMENT OF EDUCATION PROCUREMENT AND CONTRACTS BRANCH

**HIDOE Price List No. E21-05 (Oahu only)** 

# FURNISH AND DELIVER PAINT AND COATING PRODUCTS FOR VARIOUS STATE AGENCIES ON OAHU

March 1, 2021 to February 28, 2022 (IFB D21-043 and IFB D21-083)

Orders shall be placed with the following companies:

Vendor	HIDOE Vendor Code	Contact Information			
Painter's Warehouse, Inc. 120 Mokauea Street, Suite F Honolulu, Hawaii 96819	120564	Wayne Kato         Scott Ajimura           Phone: (808) 845-6363         Phone: (808) 845-6363           Cell: (808) 221-8944         Cell: (808) 725-9675           Fax: (808) 845-6871         Fax: (808) 845-6871           Email: wayne@pwhawaii.com         Email: scott@pwhawaii.com			
The Sherwin-Williams Company 1311 Kalani Street Honolulu, Hawaii 96817	121322	Jan Wong Phone: (808) 285-5525 Fax: (808) 842-0818 Email: jan.l.wong@sherwin.com			

#### **BID PRICES**

Unit bid prices shall be based on delivery to STATE or State agency indicated on the purchase order; unit bid price shall, upon school/office/State agency request, include the stacking of delivered items in a previously-cleared storage area.

Unit bid prices shall be Free on Board (FOB) Destination and shall include equipment, materials, shipping, transportation, overhead, profit, insurance, warranty, any reimbursement costs, all applicable taxes, and any and all other incidental and operational expenses incurred in the performance of all obligations hereunder. Bid price shall include all tinting charges to color match as directed by ordering agency. Bid price shall be the all-inclusive cost to the STATE and no other charges will be honored.

# STATE'S COMMITMENT

The following department is **mandated** to purchase products from this price list:

Department/AgencyPoint of ContactPhone / FaxHawaii Department of Education (HIDOE)Ryan Ichimura831-7950Facilities Maintenance Branch837-8429

All agencies of the following department are able (optional) to purchase products from this price list:

Department/AgencyPoint of ContactPhone / FaxExecutive Branch AgenciesMatthew Chow586-0577(Excludes OHA, HHSC, and their Regional System Boards and Hospitals)586-0570

#### **ORDERING PROCEDURES**

During the contract period, agencies shall issue purchase orders for the exact quantities of each item required. The exact delivery address must be provided on the purchase order. "HIDOE Price List No. E21-05" shall be noted on orders and invoices issued against this price list. The CONTRACTOR shall honor all orders received during the contract period, and shall deliver items according to the price list terms and within the required delivery time.

#### **DELIVERY**

Deliveries shall be made to the individual locations designated on the purchase order. CONTRACTOR is required to deliver all items outstanding at the end of the contract period if order was received during the contract period.

Orders of greater than fifty (50) gallons shall be delivered within two (2) working days following receipt of orders.

#### **FAILURE TO DELIVER**

CONTRACTOR shall be obliged to deliver products in accordance with terms and conditions specified herein. If a CONTRACTOR is unable to deliver products under this contract, it shall be the CONTRACTOR's responsibility to obtain an acceptable substitute at the contracted price. In the event a CONTRACTOR consistently needs to substitute or refuses to substitute products, the STATE reserves the right to terminate the contract and or to initiate the debarment process pursuant to chapter 3-126, Legal and Contractual Remedies, Hawaii Administrative Rules.

If an item is backordered or cannot be delivered within the required time frame for any reason, it shall be the CONTRACTOR's responsibility to notify the state agency of the backorder or delayed delivery status. Notification shall be made within twenty-four (24) hours of receipt of order. At that time, the state agency shall have the option to cancel the order and obtain similar products from another source.

## PRODUCT QUALITY

Products furnished under this Price list shall be new and of the best quality of its respective kind. Product shall be free from defects that may render it unfit to use. Damaged or rejected products shall be immediately removed from the site and replaced with products of the quality required by these specifications. Replacement of damaged or rejected products must be completed within seven (7) calendar days from the date of non-acceptance or rejection of product by the STATE. Delivery beyond the seven (7) calendar days for replacement of damaged or rejected products may be allowed upon approval from the ordering entity. Products shall meet all applicable federal and state regulations.

Failure to replace or to remove any rejected product shall not relieve the CONTRACTOR from the responsibility imposed upon it by the award. No payment, whether partial or final, shall be construed to be an acceptance of unacceptable products.

## **PAYMENT**

Section 103-10, HRS, provides that the STATE shall have thirty (30) calendar days after receipt of an accepted invoice or satisfactory delivery of goods or performance of the services, to make payment.

### **VENDOR EVALUATION**

Evaluation Form (HIDOE Form 12 or SPO Form 12), is made available to purchasers for the purpose of addressing their concerns related to this Price List.

# **EXCEPTION FROM PRICE LIST (HIDOE Only)**

If the price list item is not suited to the HIDOE office's purpose, exception to purchase outside of this price list may be granted by HIDOE Procurement and Contracts Branch.

To obtain approval, the HIDOE office must justify the exception on the HIDOE Form 5, "Request Exception From Purchasing From Price List" and fax to the HIDOE's Procurement and Contracts Branch Office. The approval must be obtained <u>prior</u> to purchase. The original Form 5 must be attached to payment documents.

# **INQUIRIES**

Questions relating to this price list may be directed to Nicole Agena, Procurement and Contracts Branch, at telephone (808) 675-0130, fax (808) 675-0133 or via e-mail at nicole.agena@k12.hi.us

Department of Education

**Procurement and Contracts Branch** 

Item No.	Description	Manufacturer or Brand Name & Product No.	Unit of Order	Unit Bid Price**	Vendor			
1.	INTERIOR SELF-PRIMING SEMI-GLOSS PAINT							
	<b>a. LIGHT</b> Colors (Ex. Ceiling White, Cielo Blanco, Yellow, and Navajo White*)	Regency Interior R5449 Series	1 Gallon	\$18.46	Painter's Warehouse, Inc.			
	<ul> <li>b. LIGHT Colors (Ex. Ceiling White, Cielo Blanco, Yellow, and Navajo White*)</li> </ul>	Regency Interior R5449 Series	5 Gallons	\$90.66	Painter's Warehouse, Inc.			
	c. DARK Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*)	Regency Interior R5449 Series	1 Gallon	\$16.34	Painter's Warehouse, Inc.			
	<ul><li>d. DARK Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*)</li></ul>	Regency Interior R5449 Series	5 Gallons	\$81.70	Painter's Warehouse, Inc.			
2.	EXTERIOR SELF-PRIMING SEMI-GLOSS PAINT							
	a. LIGHT Colors (Ex. Ceiling White, Cielo Blanco, Yellow, and Navajo White*)	Regency Exterior R6950 Series	1 Gallon	\$16.33	Painter's Warehouse, Inc.			
	b. LIGHT Colors (Ex. Ceiling White, Cielo Blanco, Yellow, and Navajo White*)	Regency Exterior R6950 Series	5 Gallons	\$80.00	Painter's Warehouse, Inc.			
	c. DARK Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*)	Regency Exterior R6950 Series	1 Gallon	\$16.15	Painter's Warehouse, Inc.			
	<ul><li>d. DARK Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*)</li></ul>	Regency Exterior R6950 Series	5 Gallons	\$65.85	Painter's Warehouse, Inc.			
3.	INTERIOR/EXTERIOR ACRYLIC SEMI-GLOSS PAINT - COMMERCIAL APPLICATIONS							
	a. LIGHT Colors (Ex. Ceiling White, Cielo Blanco, Yellow, and Navajo White*)	Sherwin Williams Pro Industrial B66- 650 Series	1 Gallon	\$28.00	The Sherwin- Williams Company			
	b. LIGHT Colors (Ex. Ceiling White, Cielo Blanco, Yellow, and Navajo White*)	Sherwin Williams Pro Industrial B66- 650 Series	5 Gallons	\$140.00	The Sherwin- Williams Company			
	c. DARK Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*)	Sherwin Williams Pro Industrial B66- 650 Series	1 Gallon	\$28.00	The Sherwin- Williams Company			
	d. DARK Colors (Ex. Blue, Royal Blue, Red, Green, Brown, and Purple*)	Sherwin Williams Pro Industrial B66- 650 Series	5 Gallons	\$140.00	The Sherwin- Williams Company			
4.	INTERIOR/EXTERIOR PRIMER							
	a. Water Based, Multiple Surface (Colors = Green, Blue, Red, Yellow, and Brown*)	Sherwin Williams Preprite Problock Series B51W600	1 Gallon	\$16.00	The Sherwin- Williams Company			
	<b>b.</b> Water Based, Multiple Surface (Colors = Green, Blue, Red, Yellow, and Brown*)	Sherwin Williams Preprite Problock Series B51W600	5 Gallons	\$16.00	The Sherwin- Williams Company			
5.	NON-SKID COATING							
	a. Water Based Acrylic with Epoxy Additive (Colors = Gray, Black, Red and Yellow*)	Rhino Top Textured RTTXACCTB-1	1 Gallon	\$36.82	Painter's Warehouse, Inc.			
	<b>b.</b> Water Based Acrylic with Epoxy Additive (Colors = Gray, Black, Red and Yellow*)	Rhino Top Textured 890348000	5 Gallons	\$184.14	Painter's Warehouse, Inc.			

<sup>\*</sup>Including but not limited to

<sup>\*\*</sup>Unit Bid Price shall include all tinting charges to color match as directed by ordering agency